

City of Coachella
Professional Services Agreement
Fiscal Year 2023-2024 With
Greater Coachella Valley Chamber of Commerce

1. Parties

This agreement is made and entered into when executed herein by and between the City of Coachella ("City") and the Greater Coachella Valley Chamber of Commerce ("Chamber"). City and Chamber are sometimes individually referred to as "Party" and collectively as "Parties".

Section 2. Purpose

- a. The purpose of this agreement is to enter into a partnership between the City of Coachella and the Greater Coachella Valley Chamber of Commerce for the purpose of undertaking the planning and implementation of economic development, marketing and business development services and providing assistance to retain business and generally strengthen and expand the business climate and economic opportunities in the City of Coachella.
- b. The City will provide such assistance and guidance as may be required to support the objective set forth in this Agreement and will provide the funding and in-kind services for the services and activities set forth in this agreement.
- c. The Chamber will provide professional and qualified staff and volunteers that will work to disseminate appropriate information to existing and prospective businesses and community members and operate within agreed upon hours.

Section 3. Scope of Work

The Chamber shall

- a. Proactively represent the City of Coachella to potential business and industry which will add to the tax base of the City.
- b. Encourage tourist interest in Coachella and promote tourism through the Visitor Center with destination visitors and local residents. The Chamber will provide visitor information services for the benefit of its residents as well as all business, retail, restaurant, hotel and other related establishments.
- c. Establish, coordinate and operate various "Business Services and Events, Tourism and Cultural Activities" including business development, Tourism Events, and Cultural Celebrations as described in Exhibit "A", attached hereto and incorporated herein by this reference.
- d. Provide quarterly reports to the City Council on economic development and Chamber activities

within the City. Specifically, these quarterly reports should be coordinated with the agreed consideration noted in Section 5 and submitted to the City Liaison by the end of September, December, March and June.

Section 4. Duration of Contract

The term of this agreement shall commence on July 1, 2023 and expire June 30,2024

Section 5. Consideration

As consideration for the services provided in Section 3, the City will compensate the Chamber the sum of \$19,000 on a quarterly basis (disbursed in August 2023, November 2023, February 2024, May 2024), for a total amount of \$76,000.

Section 6. Independent Contractor

The City and Chamber intend that an independent contractor relationship be created by this Agreement. The Chamber and anyone affiliated with the Chamber for the purpose of this agreement is not considered an employee of the City for any purpose, and neither the Chamber nor any of its employees shall be entitled to any of the benefits of the City provides to employees, including health insurance, sick time, annual leave, or workers compensation. The Chamber specifically represents and stipulates that it is engaged in the business of providing the services set forth in this agreement, whether or not for profit, and that the Chamber is fully registered and legally authorized to conduct such business and pays all necessary taxes and assessments levied against such business.

Section 7. Suspension, Termination and Close Out

If the Chamber fails to comply with the terms and conditions of this agreement, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this agreement with a 60-day notice.

Section 8. Changes, Amendments, and Modifications

The City may, from time to time, request changes and modifications to Section 3, Scope of Work, referring to any additional events and services, to be performed hereunder.

Section 9. Assignability

The Chamber shall not assign any interest in this agreement and shall not transfer any interests in the agreement without prior written consent of the City.

Section 10. Reports and Information

The Chamber shall at such time and in such form as the City may require, furnish the City periodic reports, including an accounting for the expenditures of the City funds, as it may request pertaining to the services rendered pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, or for any other matters covered by this agreement.

Section 11. Compliance and Local Laws

The Chamber shall comply with all applicable laws, ordinances, and codes of the state and local government and the Chamber shall hold and save the City harmless with respect to any damages arising from any tort done in performing and of the work embraced by this agreement.

Section 12. Liability and Indemnification

The Chamber agrees to hold the City harmless and shall indemnify and defend all claims. Demands, or suits of law or equity arising from negligent or intentional wrongful actions or omissions of the Chamber or the Chamber's officials or agents in providing services under this agreement except to the extent arising in whole or in part from the actions of the City or City's officials or agents.

This Agreement contains all terms and conditions agreed to by the City of Coachella and the Greater Coachella Valley Chamber of Commerce.

In Witness Whereof, the City of Coachella and the Greater Coachella Valley Chamber of Commerce have executed this Agreement as of the date and year last written below:

City of Coachella

Greater Coachella Valley Chamber of Commerce

Steve Hernandez
Mayor

Brandon Marley
CEO / President

Date

Date

Attest: _____
Angela Zepeda , City Clerk

Date: _____

Approved As To Form

Carlos Campos, City Attorney

Exhibit "A"
Business Services and Events, Tourism and Cultural Services

1. Business Services

- a. Business Advocate - Generally, promote the economic interests of the City through advocacy and business marketing.
- b. Visitor Center - Direct, staff and run the City's Visitor Center. Hours of operation are Monday through Thursday, 9:30 AM to 4:00 PM. Closed for lunch 12:30 PM to 1:30 PM
- c. Business Referral Network- The Chamber will continue to maintain a database of its member businesses in the City of Coachella, and expand upon it by engaging outreach to non-member and member businesses alike to regularly acquire contact information for local businesses.
- d. Information Regarding Economic Development - Supply and make on hand information from the City regarding local economic initiatives, programs and support.
- e. Housing Information - Supply and make on hand information from the City and local property management companies information regarding local housing.
- f. Business License Information - Supply and make on hand information from the City regarding acquiring business license.
- g. Public Outreach - Supply and make on hand information from the City regarding General Plan, City Business Initiatives/Programs.
- h. Digital Campaigns - Support Local Restaurant, Hospitality or Other Relevant Business, to include social media and other digital platforms.

2. Events

- a. Coachella State of the City and Business Awards Gala - Plan, Market and Execute event on behalf of the City. City will offer input and guidance on event agenda, working in cooperation with the Mayor of Coachella. Chamber will provide stage platform with shade tent. Chamber will retain operational control, including purchasing decisions, price points and revenues.
- b. Support the City's Holiday Christmas Parade -Assist City staff with sourcing twelve (12) drivers for the Annual Holiday Parade.
- c. Tacos and Tequila Festival - Plan, cross-promote, and execute the event. The Chamber and City will collaboratively agree on admission pricing. The City may reduce admission pricing to the public if it is agreeable to subsidizing the difference. The Chamber will coordinate ten to twelve (10-12) vendors, prize money, permits, insurance, ticketing, security, facilitate judging process and county health permits. Chamber retains all revenue from ticket and group (sponsorship) sales with the ability to set admission rates.

3. Cultural Activities

- a. Promote the City's Movies in the Park Program - Utilize marketing avenues to raise public awareness.
- b. Promote the City's Day of the Young Child Event - Utilize marketing avenues to raise public awareness.
- c. Promote the Run with Los Muertos Event - Utilize marketing avenues to raise public awareness.
- d. Work with City to Develop and Propose New Events

4. Tourism

- a. Support the City's Tourism Outreach for Local Events and Businesses through Visitor Center and marketing outlets.
- b. Support City's Mexicali Sister Cities Agreement

* City shall provide financial support and/or in-kind services for all special events from entities such as Fire, Police, and Public Works, City Streets and Parks where applicable.

EXHIBIT "B"
Rates for Services

Visitor's Center

TOURISM & RESOURCES

Objectives

GCVCC will staff a full-service Visitor's Center for residents and non-residents looking to connect with City of Coachella businesses. The Visitor's Center is a resource hub for referrals to local businesses, community events, opportunities, City services, Consulate services, and Chamber resources.

Deliverables

- The Visitor's Center is accessible in person or by phone accommodating English and Spanish speaking population.
- The visitor's bureau will be staffed Monday- Thursday 9:30am – 4:00pm. Offices may be closed on the few occasions that the Chamber is hosting a special event and daily for lunch 12:30 pm to 1:30 pm.
- GCVCC will respond to visitor inquiries (phone calls, emails, and social media queries) within a reasonable amount of time, no later than 48 hours business hours after the initial inquiry.
- GCVCC will use the Visitor's Bureau to promote City news and to disseminate favorable information about the City promoting its qualities, advantages, and opportunities.
- GCVCC will maintain an inventory of brochures, maps, and handouts as resource guides to walk in traffic. Additionally, local businesses will be able to advertise their businesses by displaying information at the visitor's center.
- The Visitor's Center will connect local workforce and aspiring entrepreneurs with information on professional resources, education, and services.

Updates since previous year

- Newly hired GCVCC Staff will complete Team GPS training in effort to ensure that all staff is knowledgeable and trained as professional brand ambassadors
- Community Volunteers will be recruited & professionally trained to be knowledgeable ambassadors of Coachella resources. These volunteers may serve to represent the tourism office at its physical location.

Rate: \$41,000

Business Services

ECONOMIC DEVELOPMENT & BUSINESS SUPPORT SERVICES

Objectives

The Chamber will host and produce resources to support entrepreneurial interests, professional development and development for business, workforce and industry. The Chamber will serve the local business community by producing resources, listening sessions, workshops, education, and networking/marketing opportunities. As the City's go-to resource for all thing business, the Chamber will act as an extension of the City's Economic Development team. And, will further plan, coordinate, and foster regular and ongoing business engagement with the local business community through site visits, "connection" calls, business surveying, resource guides, and strategic communications.

Deliverables

- The Chamber shall have an onsite business support center providing informational resources of particular interest to the business community, is open during the following hours of operation: Monday through Thursday, between 9:30 a.m. and 4:00 pm. Closed for lunch 12:30 pm to 1:30 pm. In addition, The Chamber will provide digital resources and make them available when applicable.
- The Chamber shall respond to all requests and/or referrals regarding new or existing business that require assistance. All queries will be responded to within 48 business hours.
- The Chamber shall make outreach to new businesses who have begun to do business in the City of Coachella (if/as the City provides a list of newly licensed businesses) monthly.
- The Chamber shall act as liaison of the city with other business groups (e.g. the Small Business Development Corporation, SCORE, the Coachella Valley Enterprise Zone, etc.)
- The Chamber will offer a business education series in person or via zoom in both English and Spanish. This includes introduction to doing business in Coachella.
- The Chamber shall provide assistance, direction, and resources to new and existing businesses as requested.
- The Chamber will organize monthly business walks in partnership with the City to facilitate on-going communication and relationship building among our business community. City walk data to be captured and shared with the City for trends, insights, and business feedback.
- The Chamber will host periodic surveys and outreach to niche industry offering data sharing insights to the City staff.
- Support updates to Chamber materials and resources to include Spanish business resources and education
- Support Industry Roundtable meetings hosted at the Chamber for local industry and business development. This includes the convening of CBO's for improved coordination and deployment of services through the City of Coachella.

Rate: \$6,000

Special Events

ANNUAL STATE OF THE CITY EVENT

Objectives

The Greater Coachella Valley Chamber of Commerce has historically produced an Annual State of the City event with sponsorship from the City of Coachella. As the format, festivity and production of special events continues to evolve, the Chamber aims to offer the City of Coachella a basic event package with upgrade opportunities to enhance the event's design. Event planning

will include:

- Pre-arranged check in meetings
- Enhancement/Upgrade Options
- Potential rate adjustments due to inflation

Base Package Includes:

- Event Planning, Coordination, & Day of Event Production
- Vendor coordination & management
- Graphic Design & Invitation Design (does not include printed invitations)
- Standard marketing efforts through Chamber network
- Invitation & Registration Management
- Breakfast or Luncheon event
- Business Awards
- Basic Stage Design (podium, microphone, flag display, & foliage)

The base package does not include printed invitations. Standard marketing efforts through the Chambers network is limited to-blasts, calendar invitations, web listings, and social media sharing. The base package accounts for a morning or midday event featuring a breakfast or lunch component. It does not include dinner events or upgraded menus above market price banquet menus. Stage design is limited to a podium, microphone, flag display, and foliage. The base package may be further customized with additions or upgrades to the City's liking. Upgrades, additions, or enhancements beyond the base package are not included in the costs of the base package. Upgrades, additions, and/or enhancements will result in additional charges as accrued. Such upgrades, additions and/or enhancements may include (but are not limited to): AV enhancement, special arrangements for outdoor accommodations, upgraded dining, and paid advertising.

Rate: \$12,000

TACOS, TEQUILA, & CHAVELA'S EVENT

Objectives

The Chamber will plan, coordinate, market and execute this special event designed to help entrepreneurs and small business operators connect with the local community. The event will provide participating restaurants/caterers with tools to help them market themselves and to connect local residents with these local businesses.

Deliverables:

- The Chamber will secure local food vendors' participation with a stipend of \$500 - \$750 for participants providing food samples.
- The Chamber will marketing and promote the event using its internal and digital marketing resources.
- The Chamber will provide up to \$6,000 in total prizes to the top three winners
- The Chamber will provide ticketing and registration infrastructure
- The Chamber will plan, coordinate and oversee the day of execution of the event with the partnership and support of City staff. Specifically the Chamber will take primary responsibility for vendors, prize money, permits, insurance, ticketing, security, and facilitating county health permits. Chamber retains all revenue from ticket and any business sponsorships.

Rate: \$8,500

ANNUAL HOLIDAY PARADE

Objectives

The Chamber will help support this City event by providing twelve (12) volunteer drivers and general promotion and marketing of the event.

Deliverables:

- The Chamber will help support this City event by providing twelve (12) volunteer drivers for the parade, to accommodate City Council and staff.

Rate: \$500

Shop Local Initiative

Objectives

GCVCC will create a branded Shop Local campaign that provides education and resources for local residents as well as local businesses; includes strategic, paid advertising plans; and creates an opportunity for seasonal or annual campaigns.

Deliverables:

- The Chamber will work with City Economic Development Director on this project and present a plan within allocated budget.

Rate: \$ 8000

RATES SUBTOTAL

- \$41,000 Visitor's Center
- \$14,000 Business Support
- \$21,000 Special Events

Contract Total \$76,000